



TOWN OF GRAFTON
GRAFTON MEMORIAL MUNICIPAL CENTER
30 PROVIDENCE ROAD

GRAFTON, MASSACHUSETTS 01519
(508) 839-5335 ext 1100 • FAX (508) 839-4602
www.grafton-ma.gov

BOARD OF SELECTMEN
MEETING AGENDA
December 20, 2016
Municipal Center, Conference Room A
7:00 p.m.

CALL TO ORDER

ANNOUNCEMENTS

PUBLIC COMMENTS

1. SCHEDULE

- a) [Liquor License Hearing – Village Dairy](#)
- b) [Traffic Safety Committee Recommendations – Chief Crepeau](#)
- c) Grafton Emergency Management – REPC Full Certification
- d) [Trish Settles from CMRPC – Vote to sign and adopt the Grafton Hazard Mitigation Plan](#)

2. APPOINTMENTS

a) Town Administrator

- i. [Part- time Administrative Assistant in the Treasurer/Collector's Office - Christine Atchue](#)
- ii. [Part-time Snow Plow Driver – Davis Shaw](#)

b) Board of Selectmen

3. RESIGNATIONS

4. NEW BUSINESS

- a) [Vote to allow Chair to sign - Access Control/Security System for Police Station – Security Design, Inc.](#)

- b) [Letter from Division of Local Services - Central Valuation of Verizon New England, Inc.](#)
- c) [Vote to sign – Updated Trash and Recycling pickup Contract – Covanta](#)

5. SELECTMEN REPORTS / TA REPORTS

6. CORRESPONDENCE

7. DISCUSSION

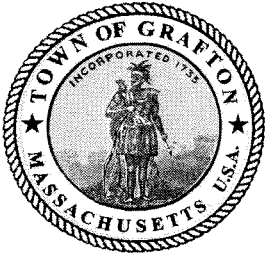
- a) Grafton and Upton Railroad

8. MEETING MINUTES – [November 15, 2016](#)

EXECUTIVE SESSION

MGL Chapter 30A, Sec. 21(3)
Litigation Update
Litigation Strategy
Union Negotiations
Land Negotiation
Non Union Negotiations
Strategy for Negotiations
Minutes

ADJOURN



OFFICE OF THE BOARD OF SELECTMEN

30 Providence Road
Grafton, MA 01519
(508) 839-5335
BOSGroup@grafton-ma.gov
www.grafton-ma.gov

*Jennifer Thomas, Chairman
Bruce Spinney III, Vice Chair
Sargon Hanna, Clerk
Craig Dauphinais
Brook Padgett*

LEGAL NOTICE

BOARD OF SELECTMEN

Notice is hereby given under Chapter 138 of the General Laws, as amended that an application has been made by Arslan, Inc., d/b/a Village Dairy, 167 Main Street, South Grafton, MA 01560 for a Beer and Wines Alcoholic License at premises located at 167 Main Street, South Grafton, MA 01560.

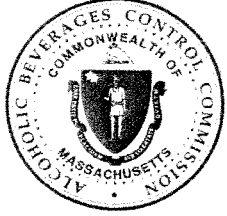
Premises to be licensed are located at 167 Main Street, as shown on a plan on file in the Board of Selectmen's office.

Upon this application, the Grafton Board of Selectmen will hold a public hearing in Conference Room A, Grafton Memorial Municipal Center, 30 Providence Road, Grafton, MA on Tuesday, December 20, 2016 at their meeting beginning at 7:00 PM.

Grafton Board of Selectmen

Jennifer Thomas, Chairman
Bruce Spinney III, Vice Chair
Sargon Hanna, Clerk
Craig Dauphinais
Brook Padgett

Published December 1, 2016
Grafton News
Town Bulletin Board



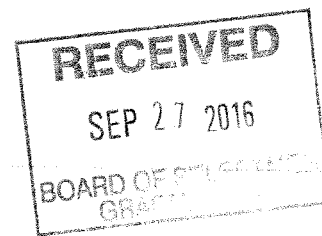
The Commonwealth of Massachusetts
Department of the State Treasurer
Alcoholic Beverages Control Commission
Boston, Massachusetts 02114

Deborah B. Goldberg
Treasurer and Receiver General

Kim J. Gainster, Esq.
Chairman

DECISION

ARSLAN, INC. D/B/A VILLAGE DAIRY
167 MAIN ST
GRAFTON, MA 01560
LICENSE#: 045600017
HEARD: 6/1/2016



This is an appeal under M.G.L. c. 138, § 67 by Arslan, Inc. d/b/a Village Dairy ("Licensee" or "Arslan") located at 167 Main Street, Grafton, Massachusetts of the action of the Town of Grafton Board of Selectmen (the "Local Board" or "Grafton") for refusing to renew Arslan's M.G.L. c. 138, § 15 wines and malt beverages license. The Alcoholic Beverages Control Commission (the "Commission") held a hearing on the appeal on Wednesday, June 1, 2016.¹

The following documents are in evidence:

1. Letter from David Rubin, Esq. to the Alcoholic Beverages Control Commission, 1/29/16, with attached renewal application;
2. Memorandum from the Town of Grafton to Liquor Licensee, 10/24/14;
3. Article, "Post Office Pub and Bridge Street Bistro Cited in Grafton Liquor Sting;"
4. Letter from the Alcoholic Beverages Control Commission to David Rubin, Esq., 2/27/15, with attached 2015 license and letter from Ralph Sacramone to the Town of Grafton, 2/26/15;
5. Worcester County Superior Court, 1485CV02171, Clerk's Notice, 10/22/15;
6. Worcester County Superior Court, 1485CV02171, Judgment on the Pleadings, 11/16/15;
7. Worcester County Superior Court, 1485CV02171, Memorandum of Decision and Order on Plaintiff's Motion for Judgment on the Pleadings, 11/6/15; and
8. Letter from Timothy McInerney to Arslan, 11/6/15.

¹ On January 29, 2016, Arslan sent a letter to the Commission, and copied Grafton's Town Counsel and others, asking the Commission to reinstate and renew its license and indicating that it did not timely file a renewal application with the Local Board because Grafton refused to send it the renewal application for 2016. The Commission has treated that letter as a notice of appeal of Grafton's refusal to renew Arslan's license. (Exhibit 1)

There is one (1) audio recording of this hearing, and one (1) witness testified. The Commission took Administrative Notice of the Licensee's Commission Records.

FINDINGS OF FACT

The Commission makes the following findings of fact:

1. In 1999, Grafton issued Arslan, Inc. d/b/a Village Dairy ("Licensee" or "Arslan") located at 167 Main Street, Grafton a wine and malt beverages license under M.G.L. c. 138, § 15. (Commission Records)
2. Amjad Chaundhry is the owner of Arslan and became the manager of record in 2002. (Commission Records)
3. On August 20, 2013, the Local Board unanimously voted to revoke Arslan's alcoholic beverages license on the basis that Arslan sold an alcoholic beverage to an underage person during a compliance check. (Commission Records)
4. Arslan timely appealed that decision to the Commission. (Commission Records)
5. The license revocation was not stayed. (Commission Records)
6. By decision dated, April 23, 2014, the Commission disapproved the action of the Local Board and remanded the matter with the recommendation that the license be suspended for 20 days, *nunc pro tunc*. (Commission Records)
7. On July 1, 2014, at a hearing on remand, the Local Board again voted unanimously to revoke Arslan's liquor license, upholding its prior decision. (Commission Records)
8. Thereafter, the Licensee timely filed with the Commission a Petition for re-appeal. (Commission Records)
9. On November 5, 2014, the Commission ordered the Local Board pursuant to M.G.L. c. 138, § 67 to reinstate Arslan's license for 2014 and issue a renewal notification for 2015 simultaneously. The Commission stated that if the Local Board failed to issue Arslan a license for 2014, the Commission would exercise its statutory authority pursuant to the provisions of M.G.L. c. 138, § 67, ¶ 6 and issue to Arslan a license for 2014. (Commission Records)
10. The facts in the April 23, 2014 and November 5, 2014 Commission Decisions are incorporated herein by reference as if expressly set forth. (Commission Records)
11. On or about February 13, 2015, the Commission received a letter from Arslan's attorney informing the Commission that the Local Board had not issued the license as ordered by the Commission. (Exhibit 4; Commission Records)
12. By letter dated February 26, 2015, the Commission informed the Local Board that it was exercising its statutory authority pursuant to the provisions of M.G.L. c. 138, § 67 and issued Arslan a § 15 license for 2015. (Exhibit 4)
13. On July 20, 2015, the Local Board filed an action in the Worcester County Superior Court for judicial review pursuant to M.G.L. c. 30A, § 14. (Exhibit 7)
14. On October 22, 2015, the Superior Court denied Grafton's motion for judgment on the pleadings and upheld the Commission's decision. (Exhibit 7)

15. In late October 2015, when the Local Board mailed renewal applications to licensees, it did not mail such a renewal application to Arslan. (Testimony)
16. The Local Board sent Arslan a letter on November 6, 2015 returning a change of manager application Arslan had submitted on the basis that the Local Board was not the one that approved Arslan's liquor license. The Local Board suggested that Arslan send the change of manager application directly to the Commission. (Exhibit 8)
17. In November 2015, Chaudhry called Grafton about renewing Arslan's license and was told that Grafton could not renew Arslan's license because Grafton was not the one that issued the license. (Testimony)
18. Chaudhry obtained a renewal package online, completed it, and submitted it to the Local Board on December 28, 2015. (Testimony; Exhibit 1)
19. Arslan did not submit a renewal package to the ABCC. (Testimony)
20. Arslan continued operating through the end of December 2015 and has not operated in 2016. (Testimony)
21. On January 29, 2016, Arslan, through its counsel, sent a letter to the Commission, and copied Grafton's Town Counsel and others, asking the Commission to reinstate and renew its license. Attached to the letter was a copy of the December 28, 2015 renewal application that Arslan had filed with Grafton. (Exhibit 1)

DISCUSSION

General Laws c. 138, § 23, provides that “[e]very license and permit granted under the provisions of this chapter, unless otherwise provided in such provisions, shall expire on December thirty-first of the year of issue, subject, however, to revocation or cancellation within its term.” M.G.L. c. 138, § 23. General Laws c. 138, § 16A, confers upon § 15 licensees, the prima facie right to renew the license every November, subject to certain conditions. “Licenses issued under section twelve or fifteen shall be *automatically renewed* for the next annual license period upon application by the holder thereof during the month of November. . . . If the application does not meet the conditions hereunder, it shall be treated as an application for a new license and all the procedures set forth under section fifteen A shall be applicable thereto.” M.G.L. c. 138, § 16A (emphasis added). Under General Laws c. 138, § 16B, “[a]pplications for licenses . . . to be granted by the commission shall be granted or dismissed not later than thirty days after the filing of the same, and, except as provided in section sixteen A, applications for licenses authorized to be granted by the local licensing authorities . . . shall be acted upon within a like period.” M.G.L. c. 138, § 16B. When a local board declines to act on a license application, G.L. c. 138, § 67 allows for an appeal to the Commission. As provided in Section 67, “[a]ny applicant for a license [who] is aggrieved by the [local board’s] . . . failure to act within the period of thirty days limited by section sixteen B, . . . may appeal therefrom to the commission within five days following notice of such action or following the expiration of said period, upon petition in writing, setting forth all the material facts in the case.” M.G.L. c. 138, § 67.

Here, the Local Board refused to send Arslan a renewal package in 2015, and therefore, the Licensee was unable to file a renewal application by the end of November 2015. (Testimony; Exhibit 1). Indeed, the Local Board instructed Arslan that if it attempted to renew with the Local Board, its efforts would be futile. (Testimony). Still, in an effort to renew before the end of 2015, Arslan took it upon itself to locate a blank renewal application online, complete it, and submit it to the Local Board on December

28, 2015. (Testimony; Exhibit 1). In accordance with the terms of §§ 16B and 67, Arslan then waited thirty days for a response from the Local Board, and when Arslan received none, it filed the instant appeal two days later with the Commission, on January 29, 2016. (Exhibit 1); see G.L. c. 138, §§ 16B, 67. Meanwhile, the 2015 license expired with the close of that year, and therefore, Arslan has not operated in 2016. See M.G.L. c. 138, § 23; (Testimony).

The Local Board argues that it “did not send out a license renewal application to [Arslan] in 2015 because it had not issued a license to [Arslan] in 2015. Thus, the [Local Board] had no license to ‘renew.’ . . . The ABCC issued the 2015 license, and thus if the ABCC wishes to renew that license, it has the authority to do so.” (Joint Pre-Hearing Memorandum, at 5).

The Local Board’s reasoning is flawed and does not comply with the terms or spirit of Chapter 138. Indeed, the Commission issued Arslan its 2015 license following the re-appeal and the Local Board’s refusal to issue the license.² The Commission issued the 2015 license pursuant to Section 67, which provides that the Commission “may itself, after such reappeal, issue such license to a party to the appeal or perform such act, *with the same force and effect as if issued or performed by the local licensing authorities.*” M.G.L. c. 138, § 67 (emphasis added). Contrary to the Local Board’s blanketed assertions, the Commission, in and of itself, is not authorized by Chapter 138 to renew § 15 licenses. That renewal process is performed by local boards pursuant to Section 16A. See M.G.L. c. 138, § 16A (“A person whose [renewal] application has so been rejected by the *local licensing authorities* . . .”) (emphasis added); see also, e.g., Pamela Avedisian, d/b/a Avedisian’s, Saugus (ABCC Decision Feb. 10, 2010) (“If a *local licensing authority* fails to automatically renew a license, it must be for cause, and they must provide notice and an opportunity to be heard . . .”) (emphasis added); Winh Wah Co., Inc. d/b/a Winh Wah Restaurant, Freetown (ABCC Decision Sept. 1, 2004) (*local licensing authority* must automatically renew retail license unless it rejects the application for cause) (emphasis added), citing Piona v. Selectmen of Canton, 333 Mass. 510, 511 (1956). The fact that the Commission, as opposed to the Local Board, reissued the § 15 license is of no consequence in terms of the renewal process. As § 67 states, when the Commission issues a license under § 67, the license has “the same force and effect as if issued or performed by the local licensing authorit[y].” M.G.L. c. 138, § 67. Consequently, the only way to renew was through the Local Board.

However, the Local Board refused to let Arslan renew when it took steps to withhold a renewal application from Arslan. The only way for a licensee to renew its license annually is by completing a renewal form. By deliberately withholding a renewal application from Arslan, the Local Board precluded Arslan from timely and properly renewing its application. A local board cannot pick and choose which licensees to renew. The renewal process should be “automatic,” in most circumstances. See M.G.L. c. 138, § 16A. The Commission admonishes the Local Board for refusing to comply with the Commission’s and the Superior Court’s orders that it reissue Arslan’s license and then, after the Commission reissued the license pursuant to G.L. c. 138, § 67, refusing to renew Arslan’s license under G.L. c. 138 § 16A. “The holder of a license is clothed ‘with a constitutionally protected interest of which he may not be deprived without procedural due process . . . [o]nce licenses are issued, . . . their continued

² The Local Board’s refusal to reinstate the license was contrary to the Commission’s two prior decisions as well as the Superior Court’s order denying the Local Board’s motion for judgment on the pleadings and upholding the Commission’s decision. (Commission Files; Exhibit 7).

possession may become essential in the pursuit of a livelihood.” Atara LLC d/b/a Atara Bistro (ABCC Decision Oct. 17, 2003) (quoting Konstantopoulos v. Whatley, 384 Mass. 123, 132 (1981)).

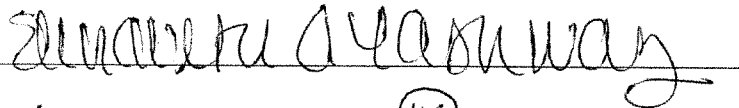
G.L. c. 138 § 16A requires licensees to renew during the month of November, without exception. M.G.L. c. 138 § 16A. Unfortunately, Arslan did not complete and file a renewal form until December 28, 2015, which was a month late. As such, the statute does not permit Arslan to obtain equitable relief on the issue of an automatic renewal. M.G.L. c. 138 § 16A. However, when the Local Board received Arslan’s late renewal application, it should have treated that late renewal application as a new application pursuant to the terms of G.L. c. § 16A. See M.G.L. c. 138, § 16A (providing that “if the [renewal] application does not meet the conditions hereunder, it shall be treated as an application for a new license and all the procedures set forth under section fifteen A shall be applicable thereto).

CONCLUSION

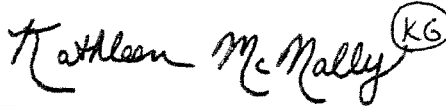
Based on the evidence and testimony at the hearing, the Commission disapproves the action of the Local Board in not issuing Arslan a renewal application and subsequently not acting on its late renewal application. Therefore, the Commission remands the matter to the Local Board with the recommendation that the license be treated as a new license under G.L. c. 138, § 16A.

ALCOHOLIC BEVERAGES CONTROL COMMISSION

Elizabeth A. Lashway, Commissioner



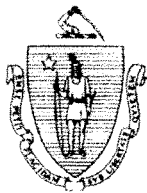
Kathleen McNally, Commissioner



Dated: September 21, 2016

You have the right to appeal this decision to the Superior Courts under the provisions of Chapter 30A of the Massachusetts General Laws within thirty (30) days of receipt of this decision.

cc: David L. Rubin, Esq. via fax 888-872-5560
Ginny Kremer, Esq. via fax 978-371-2296
Frederick G. Mahony, Chief Investigator
Administration
File



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street
Boston, MA 02114
www.mass.gov/abcc

APPLICATION FOR A RETAIL ALCOHOLIC BEVERAGES LICENSE

Please complete this entire application, leaving no fields blank. If field does not apply to your situation, please write N/A.

1. NAME OF PROPOSED LICENSEE (Business Contact)

Arslan, Inc. d/b/a Village Dairy

This is the corporation or LLC which will hold the license, **not** the individual submitting this application. If you are applying for this license as a sole proprietor, not an LLC, corporation or other legal entity, you may enter your personal name here.

2. RETAIL APPLICATION INFORMATION

There are two ways to obtain an alcoholic beverages license in the Commonwealth of Massachusetts, either by obtaining an existing license through a transfer, or by applying for a new license.

Are you applying for a new license ☒ New ☐ Transfer
or the transfer of an existing license?

If transferring, please indicate the
current ABCC license number you
are seeking to obtain:

If applying for a new license, are you applying for this license
pursuant to special legislation?

☐ Yes ☐ No

Chapter

Acts of

If transferring, by what method
is the license being transferred?

3. LICENSE INFORMATION / QUOTA CHECK

City/Town

Grafton

On/Off-Premises

TYPE

CATEGORY

CLASS

\$15 Convenience Store

Wines and Malt Beverages

Annual

4. APPLICATION CONTACT

The application contact is required and is the person who will be contacted with any questions regarding this application.

First Name: Amjad

Middle: M.

Last Name: Chaudhry

Title: Owner

Primary Phone:

774-482-0879

Email:

amjadchaudhry@gmail.com

5. OWNERSHIP

Please list all individuals or entities with a direct or indirect, beneficial or financial interest in this license.

An individual or entity has a direct beneficial interest in a license when the individual or entity owns or controls any part of the license. For example, if John Smith owns Smith LLC, a licensee, John Smith has a direct beneficial interest in the license.

An individual or entity has an indirect beneficial interest if the individual or entity has 1) any ownership interest in the license through an intermediary, no matter how removed from direct ownership, 2) any form of control over part of a license no matter how attenuated, or 3) otherwise benefits in any way from the license's operation. For Example, Jane Doe owns Doe Holding Company Inc., which is a shareholder of Doe LLC, the license holder. Jane Doe has an indirect interest in the license.

A. All individuals listed below are required to complete a Beneficial Interest Contact - Individual form.

B. All entities listed below are required to complete a Beneficial Interest Contact - Organization form.

C. Any individual with any ownership in this license and/or the proposed manager of record must complete a CORI Release Form.

Name	Title / Position	% Owned	Other Beneficial Interest
Amjad M. Chaudhry	Stockholder	100	
Amjad M. Chaudhry	Director		

For additional space, please use next page

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

5. OWNERSHIP (continued)

Name	Title / Position	% Owned	Other Beneficial Interest
	<input type="checkbox"/>		
	<input type="checkbox"/>		
	<input type="checkbox"/>		
	<input type="checkbox"/>		
	<input type="checkbox"/>		

6. PREMISES INFORMATION

Please enter the address where the alcoholic beverages are sold.

Premises Address

Street Number: Street Name: Unit:

City/Town: State: Zip Code:

Country:

Description of Premises

Please provide a complete description of the premises, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage.

Floor Number	Square Footage	Number of Rooms
1		2

Patio/Deck/Outdoor Area Total Square Footage

Indoor Area Total Square Footage

Number of Entrances

Number of Exits

Proposed Seating Capacity

Proposed Occupancy

Occupancy of Premises

Please complete all fields in this section. Documentation showing proof of legal occupancy of the premises is required.

Please indicate by what right the applicant has to occupy the premises ☐

Lease Beginning Term

Lease Ending Term

Rent per Month

Rent per Year

Landlord Name

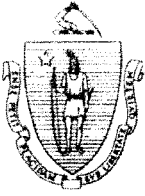
Landlord Phone

Landlord Address

If leasing or renting the premises, a signed copy of the lease is required.

If the lease is contingent on the approval of this license, and a signed lease is not available, a copy of the unsigned lease and a letter of intent to lease, signed by the applicant and the landlord, is required.

Please indicate if the terms of the lease include payments based on the sale of alcohol: ☐ Yes ☒ No



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street
Boston, MA 02114
www.mass.gov/abcc

Print Form

**RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
MONETARY TRANSMITTAL FORM**

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL
LICENSING AUTHORITY.

ECRT CODE: RETA

CHECK PAYABLE TO ABCC OR COMMONWEALTH OF MA: \$200.00

(CHECK MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL)

CHECK NUMBER

2511

IF USED EPAY, CONFIRMATION NUMBER

A.B.C.C. LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

X

LICENSEE NAME

Arslan, Inc.

ADDRESS

167 Main Street

CITY/TOWN

South Grafton

STATE

MA

ZIP CODE

01560

TRANSACTION TYPE (Please check all relevant transactions):

- | | | | |
|--|---|---|---|
| <input type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Cordials/Liqueurs Permit | <input type="checkbox"/> New Officer/Director | <input type="checkbox"/> Transfer of License |
| <input type="checkbox"/> Change Corporate Name | <input type="checkbox"/> Issuance of Stock | <input type="checkbox"/> New Stockholder | <input type="checkbox"/> Transfer of Stock |
| <input type="checkbox"/> Change of License Type | <input type="checkbox"/> Management/Operating Agreement | <input type="checkbox"/> Pledge of Stock | <input type="checkbox"/> Wine & Malt to All Alcohol |
| <input type="checkbox"/> Change of Location | <input type="checkbox"/> More than (3) \$15 | <input type="checkbox"/> Pledge of License | <input type="checkbox"/> 6-Day to 7-Day License |
| <input type="checkbox"/> Change of Manager | <input checked="" type="checkbox"/> New License | <input type="checkbox"/> Seasonal to Annual | |
| <input type="checkbox"/> Other | <input type="text"/> | | |

THE LOCAL LICENSING AUTHORITY MUST MAIL THIS TRANSMITTAL FORM ALONG WITH THE
CHECK, COMPLETED APPLICATION, AND SUPPORTING DOCUMENTS TO:

**ALCOHOLIC BEVERAGES CONTROL COMMISSION
P. O. BOX 3396
BOSTON, MA 02241-3396**

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

7. BUSINESS CONTACT

The Business Contact is the proposed licensee. If you are applying as a Sole Proprietor (the license will be held by an individual, not a business), you should use your own name as the entity name.

* Please see last page of application for required documents based on Legal Structure *

Entity Name: Arslan, Inc.	FEIN: [REDACTED]
DBA: Village Dairy	Fax Number: [REDACTED]
Primary Phone: [REDACTED]	Email: [REDACTED]
Alternative Phone: [REDACTED]	Legal Structure of Entity: Corporation <input checked="" type="checkbox"/>

Business Address (Corporate Headquarters)

☒ Check here if your Business Address is the same as your Premises Address

Street Number: [REDACTED]	Street Name: [REDACTED]
City/Town: [REDACTED]	State: [REDACTED]
Zip Code: [REDACTED]	Country: [REDACTED]

Mailing Address

☒ Check here if your Mailing Address is the same as your Premises Address

Street Number: [REDACTED]	Street Name: [REDACTED]
City/Town: [REDACTED]	State: [REDACTED]
Zip Code: [REDACTED]	Country: [REDACTED]

Is the Entity a Massachusetts Corporation?

☒ Yes ☐ No

If no, is the Entity registered to do business in Massachusetts?

☐ Yes ☐ No

If no, state of incorporation

[REDACTED]

Other Beneficial Interest

Does the proposed licensee have a beneficial interest in any other Massachusetts Alcoholic Beverages Licenses? ☒ Yes ☐ No

If yes, please complete the following table.

Name of License	Type of License	License Number	Premises Address
392 MAIN ST LLC	WINE & Malt <input checked="" type="checkbox"/>	124800074	400 MAIN ST STURBRIDGE MASS 01566
ASPARTNERS 786 -	WINE & Malt <input checked="" type="checkbox"/>	00056-PK	120 EAST MAIN ST Gloucester
ENTERPRISE INC	<input checked="" type="checkbox"/>	- 0450	MA 01930
	<input checked="" type="checkbox"/>		

Prior Disciplinary Action:

Has any alcoholic beverages license owned by the proposed licensee ever been disciplined for an alcohol related violation?

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation
11-23-15	ASPARTNERS -	MA	Gloucester	Sale on Forged Maine ID
	786 enterprise			3 days suspension
	INC			

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

8. MANAGER CONTACT

The Manager Contact is required and is the individual who will have day-to-day, operational control over the liquor license.

Salutation First Name Middle Name Last Name Suffix

Social Security Number Date of Birth

Primary Phone: Email:

Mobile Phone: Place of Employment

Alternative Phone: Fax Number

Citizenship / Residency / Background Information of Proposed Manager

Are you a U.S. Citizen? ☒ Yes ☐ No

Have you ever been convicted of a state, federal, or military crime? ☐ Yes ☒ No
If yes, attach an affidavit that lists your convictions with an explanation for each

Have you ever been Manager of Record of a license to sell alcoholic beverages? ☐ Yes ☒ No

If yes, please list the licenses for which you are the current or proposed manager:

Do you have direct, indirect, or financial interest in this license? ☐ Yes ☒ No

If yes, percentage of interest

If yes, please indicate type of Interest (check all that apply):

<input type="checkbox"/> Officer	<input type="checkbox"/> Sole Proprietor
<input type="checkbox"/> Stockholder	<input type="checkbox"/> LLC Manager
<input type="checkbox"/> LLC Member	<input type="checkbox"/> Director
<input type="checkbox"/> Partner	<input type="checkbox"/> Landlord
<input type="checkbox"/> Contractual	<input type="checkbox"/> Revenue Sharing
<input type="checkbox"/> Management Agreement	<input type="checkbox"/> Other

Please indicate how many hours per week you intend to be on the licensed premises

Employment Information of Proposed Manager

Please provide your employment history for the past 10 years

Date(s)	Position	Employer	Address	Phone
2006	manager	EKS	1180 MAIN St Twishburg MASS 01876	401.942-6523
1998	Assist MG	DB MART, DB MART Woburn, 7-11 #11318 ARSLAN INC	420 MAIN St Stoneham MASS	N/A

Prior Disciplinary Action of Proposed Manager

Have you ever been involved directly or indirectly in an alcoholic beverages license that was subject to disciplinary action? If yes, please complete the following:

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation
	NONE			N/A NONE

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

9. FINANCIAL INFORMATION

Please provide information about associated costs of this license.

Associated Costs

A. Purchase Price for Building/Land	0 240,000
B. Purchase Price for any Business Assets	0 60,000
C. Costs of Renovations/Construction	0 30,000
D. Purchase Price of Inventory	To be determined
E. Initial Start-Up Costs	0 330,000.00
F. Other (Please specify)	0 -
G. Total Cost (Add lines A-F)	0 330,000.00

Please note, the total amount of Cash Investment (top right table) plus the total amount of Financing (bottom right table) must be equal to or greater than the Total Cost (line G above).

Please provide information about the sources of cash and/or financing for this transaction

Source of Cash Investment

Name of Contributor	Amount of Contribution
SELF	90,000.00
Total:	90,000 n/a

Source of Financing

Name of Lender	Amount	Does the lender hold an interest in any MA alcoholic beverages licenses?	If yes, please provide ABCC license number of lender
None			
Ready cap Lending			
Total:	n/a		

10. PLEDGE INFORMATION

Are you seeking approval for a pledge? ☐ Yes ☒ No

Please indicate what you are seeking to pledge (check all that apply)

☐ License ☐ Stock / Beneficial Interest ☐ Inventory

To whom is the pledge is being made:

Does the lender have a beneficial interest in this license? ☐ Yes ☒ No

Does the lease require a pledge of this license? ☐ Yes ☒ No



**GRAFTON TRAFFIC SAFETY
ADVISORY COMMITTEE**

30 Providence Road
Grafton, MA 01519

DATE: December 14, 2016

TO: Board of Selectmen – Town of Grafton

SUBJECT: Recommendations of the Traffic Safety Committee

The Traffic Safety Committee met on November 9, 2016 to discuss several petitions. Present at the meeting were: Normand Crepeau (Chair), Scott Rossiter (Secretary), John Bechard, Daniel Pogorzelski, John Riel, Brian Szczurko and Dave Crouse.

After review and discussion on all requests, the Traffic Safety Committee is forwarding the following recommendation to the Board of Selectmen for consideration:

1. **Request for *No Turn on Red* sign on Millbury at Providence Rd.**
Following discussion among the committee a motion was made to recommend to the BOS that they ask the state for a *No Turn on Red* sign at the intersection of Providence Road southbound and Millbury Street.


Respectfully Submitted,

Normand A. Crepeau, Jr. - Chair
Traffic Safety Advisory Committee

Cindy Ide

From: Tim McInerney
Sent: Saturday, November 26, 2016 1:01 PM
To: Cindy Ide
Subject: FW: Board of Selectmen Adoption of Town Hazard Mitigation Plan

Please print this

Timothy P. McInerney, ICMA-CM
Town Administrator
30 Providence Road
Grafton, MA 01519
p. 508-839-5335
f. 508-839-4602
mcinerneyt@graffton-ma.gov
www.graffton-ma.gov
 @TownofGraftonMA

Dec 20?

From: Trish Settles [<mailto:tsettles@cmrpc.org>]
Sent: Wednesday, November 23, 2016 9:57 AM
To: Tim McInerney; Nina Nazarian; Town Admin; Kim Newman (knewman@mendonma.gov); Jacquie Kelly; mguzinski@douglasma.org; Steven A. Sette (ssette@hopedale-ma.gov); Daniel Keyes
Subject: Board of Selectmen Adoption of Town Hazard Mitigation Plan

Hello

CMRPC is pleased to announce that we have submitted final drafts of each of your town's Hazard Mitigation Plans to MEMA for their review. As you probably remember after MEMA's review, the plan then moves on to FEMA's review. Once we receive and address their comments, which are typically minimal and quick, we then want to ask the town to formally adopt the plan. Because of the funding that we used to accomplish this mighty task, we are seeking your assistance in planning these meetings before January 9, 2017.

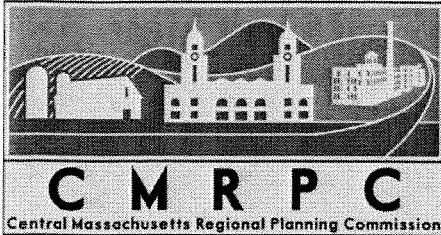
So we request that you consider allowing CMRPC to make a short presentation to your Board of Selectman between December 15 and January 8. The presentation is really just a quick review of the process and a request to formally adopt, followed by signatures of the Board of Selectmen. For example at our last presentation in Oxford, the total time needed before the board was less than 15 minutes.

We appreciate the fact that this is a busy holiday season and anything you can do to assist us would be appreciated. We hope you will suggest a date or two that you can find on your busy BOS calendars.

Happy Thanksgiving.

Trish

Trish Settles, AICP
Municipal Collaborations Manager
Central Massachusetts Regional Planning Commission
2 Washington Square – Union Station
Worcester, MA 01604
508 459 3320



Janet A. Pierce	Executive Director
Chris J. Ryan	Community Development
Mary Ellen Blunt	Transportation
Trish Settles	Municipal Collaboration
Dianna Provencher	Business Manager
Howard N. Drobner	Commission Chair

MEMORANDUM

To: Timothy McInerney, Grafton Town Administrator; Grafton Board of Selectmen

From: Andrew Loew, Principal Planner

Date: December 13, 2016

RE: Briefing on CMRPC Draft Hazard Mitigation Plan Presentation on December 20, 2016

In advance of CMRPC's presentation to the Board of Selectmen December 20, please accept this briefing on what we intend to present and discuss:

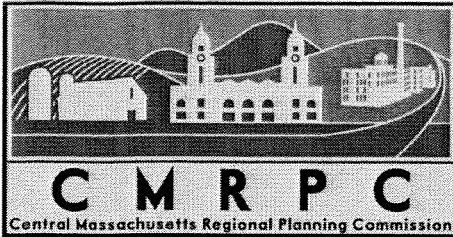
As you are aware from our presentation of the draft hazard mitigation plan on July 12, this plan has been under development for some time. The plan was completed in September and was submitted to the Massachusetts Emergency Management Agency (MEMA) for review. Following minor revisions and MEMA approval, the plan was forwarded by MEMA to the Federal Emergency Management Agency (FEMA) for approval. FEMA approval pending local adoption was received on November 29. Once adopted locally, the plan will allow Grafton to seek a variety of federal resources for hazard mitigation and disaster response.

At your December 20 meeting, CMRPC will present a summary of the plan (as approved by FEMA) to the Board for final review, and will request that the Board approve a resolution of formal plan adoption. Attached is a model resolution and adoption certification form, which may be printed on Town letterhead and signed by the Board's members.

For your further information, I have attached a two-page summary handout that will be available during the presentation on the 20th. The full plan is available online at <http://cmrpc.org/hazard-mitigation-planning>.

We look forward to speaking to the Board on December 20. Please let us know if you have any questions in the meantime.

CC: Nick Child, Grafton Emergency Management Agency



Janet A. Pierce	Executive Director
Chris J. Ryan	Community Development
Mary Ellen Blunt	Transportation
Trish Settles	Municipal Collaboration
Dianna Provencher	Business Manager
Denny Drewry	Commission Chair

Town of Grafton, Natural Hazard Mitigation Plan

Public Presentation: December 20, 2016

What is hazard mitigation? What's a mitigation plan?

- Hazard mitigation is the effort to reduce loss of life and property by lessening the impact of natural disasters
- Mitigation is not disaster response; its goal is to reduce hazard impacts before a disaster occurs
- A mitigation plan identifies natural hazards and the risks they pose to residents, infrastructure, property, and natural resources, and it prioritizes projects, policies, education and procedures for reducing these risks, now and in the future
- Mitigation helps break the cycle of disaster damage, reconstruction, and repeated damage

Why should Grafton complete and adopt this kind of plan?

- Planning establishes a road map for achievable actions that can substantially reduce risks
- Adoption of a plan approved by the Federal Emergency Management Agency (FEMA) allows the town to receive non-emergency federal disaster assistance and mitigation funding as mandated under the Disaster Mitigation Act of 2000
- The plan is primarily funded by a grant from FEMA through MEMA (with a local in-kind match)

What natural hazards pose the greatest risks to Grafton?

- Largest risks: winter storms, severe thunderstorms/wind, flooding
 - Flooding mostly involves the Blackstone River and its tributaries, including the Quinsigamond River and West River
- Moderate risks: hurricanes/tropical storms, dam failures, droughts
- Lower risks: tornados, wildfires, extreme temperatures, earthquakes

Local partners

Local knowledge is essential to the mitigation planning process. Partners in Grafton to date include:

Nick Child, GEMA	Timothy McInerney, Town Admin.	Joe Maynard, DPW
Jay Cummings, School Dept.	Dan Gale, School Dept.	Stephen Charest, Fire
Brian Szczurko, DPW	Joseph Laydon, Planning	Paul Cournoyer, Sewer
Normand Crepeau, Police	Barbara Connelly, Council on Aging	Michael Scully, GEMA
Robert Berger, Building Dept.	Clare Garabedian, GEMA/CERT	Alissa Errede, CMRPHA

Planning timeline

- | | |
|--|------------------------|
| • Information gathering via mapping, research, and local input | Jan. 2015 to Aug. 2016 |
| • Draft plan development | June to Aug. 2016 |
| • Public Survey | Fall 2015 |
| • Public event #1 | July 2016 |
| • MEMA review | October 2016 |
| • FEMA approval | November 2016 |
| • Public event #2 and local adoption | December 2016 |
| • 5 year update | 2021 |

Mitigation strategies identified in plan

A. Structure and Infrastructure Projects

- Town-owned Lake Ripple Dam (Significant Hazard) needs continued monitoring and maintenance to address remaining structural concerns to protect downstream areas
- Identify/resolve issues causing flooding problems on Millbury St., Follette St., East St., Westboro Rd., George Hill Rd. and Main St. (180s). Recurring flooding associated mostly with road crossings of small streams.
- Assess Town-owned unreinforced masonry buildings for structural deficits; repair as needed to withstand earthquakes and storms
- Tree trimming needed across town to protect utility wires
- Upgrade generator at Millbury Street Elementary School
- Assess the need (and options) for converting emergency communications repeaters to wireless; implement if beneficial and affordable
- Improve lightning strike protections at North Grafton emergency communications repeater site that has been hit previously
- Repair hazard warning sirens at each of the three fire stations
- Repair, fill and maintain fire suppression ponds and cisterns in outlying areas that have seen wildfires and are not proximate to municipal water services
- Inventory and prioritize replacement of problem culverts

B. Preparedness and Response Actions

- Continue to participate in National Flood Insurance Program (NFIP) (or other) training offered by the State and/or FEMA that addresses flood hazard planning and management
- Investigate Community Rating System (CRS) benefits and requirements and assess participation
- Road information coordination and planning for snow removal
- Evacuation Plan updates
- Improve vegetation and debris management along P&W, G&U and CSX/MBTA railroad rights-of-way; recurrent brush fires reported near tracks, esp. G&U
- Coordinate with Tufts University's Cummings School of Veterinary Medicine to plan for evacuation of wild and large animals

C. Education and Awareness Programs

- Provide information to residents and businesses on lightning strikes and wildfires with a focus on locations that have seen these hazards previously
- Create and update a Life Safer Registry to identify vulnerable town residents and facilities with a focus on seniors and the disabled; conduct outreach campaign to publicize

D. Local Plans & Regulations

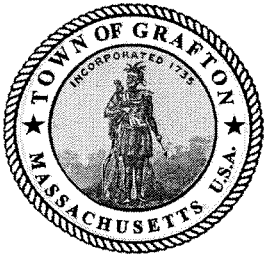
- Review and update local plans and development review (planning, zoning, stormwater management, conservation, etc.) to ensure new construction will not be affected by hazards
- Complete a Debris Management Plan to facilitate removal of tree and building debris during and following a major storm, flood, earthquake or other disaster
- Monitor implementation of Hazard Mitigation Plan

The full plan is available online at <http://cmrpc.org/hazard-mitigation-planning>

Questions should be directed to Andrew Loew (aloew@cmrpc.org) or

Trish Settles (tsettles@cmrpc.org) at CMRPC

This natural hazard mitigation planning activity is funded by an FY 2013 Pre-Disaster Mitigation grant from the Federal Emergency Management Agency through the Mass. Emergency Management Agency



OFFICE OF THE BOARD OF SELECTMEN

30 Providence Road
Grafton, MA 01519
(508) 839-5335
BOSGroup@grafton-ma.gov
www.grafton-ma.gov

CERTIFICATE OF ADOPTION

Town of Grafton, Massachusetts

BOARD OF SELECTMEN

A RESOLUTION ADOPTING THE HAZARD MITIGATION PLAN

WHEREAS, the Town of Grafton established a Committee to prepare the Hazard Mitigation Plan; and

WHEREAS, the Town of Grafton participated in the development of the Hazard Mitigation Plan; and

WHEREAS, the Hazard Mitigation Plan contains several possible future projects to mitigate potential impacts from natural hazards in the Town of Grafton; and

WHEREAS, a duly-noticed public meeting was held by the Board of Selectmen on December 20, 2016 for the public and municipality to review the plan prior to consideration of this resolution; and

WHEREAS, the Town of Grafton authorizes responsible departments and/or agencies to execute their responsibilities demonstrated in the plan, and

NOW, THEREFORE BE IT RESOLVED that the Town of Grafton's Board of Selectmen formally approves and adopts the Hazard Mitigation Plan, in accordance with M.G.L. c. 40.

ADOPTED AND SIGNED this _____ day of _____, 2016.

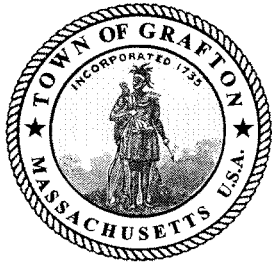
Jennifer Thomas, Chair

Bruce W. Spinney III, Vice Chair

Sargon Hanna, Clerk

Brook Padgett


Craig Dauphinais



Town of Grafton
Office of the Treasurer/Collector
30 Providence Road
Grafton, MA 01519

Tel. (508) 839-5335 Ext 1170 • Fax (508) 887-9538
Email: treasurercollectors@graffton-ma.gov

To: Timothy P. McInerney, Town Administrator

From: Jessica L. Gomez, Treasurer/Collector 

Date: December 14, 2016

RE: Part Time Administrative Assistant in the Treasurer/Collector's Office

After interviewing several candidates for the available part-time position of Administrative Assistant in the Treasurer/Collector's office, I would like to recommend the appointment be awarded to Ms. Christine Atchue of 85 George Hill Road, Grafton.

Ms. Atchue's education and prior work experience shows that she has the ability and knowledge needed to perform all aspects of the position. Christine's history demonstrates that she is hardworking, dedicated and responsible, with excellent computer skills and the ability to concentrate on details.

I feel Ms. Atchue would be a benefit to the Treasurer/Collector's office and a dynamic member of our team.

Please let me know if you have any questions.

Rebecca Meekins

From: Jessica Gomez
Sent: Friday, December 16, 2016 3:05 PM
To: Rebecca Meekins
Subject: Part-Time Administrative Assistant's Position

In July 2015 the HR department was formed and one of our Full-Time Admin Asst positions was decreased to Part-Time.

In August 2015 the P/T position was filled by Monique Murray. Monique accepted a F/T position in another town and left in July 2016.

In August 2016 the P/T position was filled by Tina Abdi.

In October 2016 a F/T Admin Asst in the office left for outside employment & Ms. Abdi moved from the P/T position to the F/T position.

This now leaves the P/T position vacant for appointment of Ms. Christine Atchue.

Jessica L. Gomez, CMMC, CMMT

Treasurer/Collector

Grafton Memorial Municipal Center

30 Providence Road

Grafton, MA 01519

Phone 508-839-5335 x 1132

Fax 508-887-9538

gomezj@graffon-ma.gov

www.graffon-ma.gov



Christine M. Atchue

85 George Hill Road ~ Grafton, MA 01519 ~ 508-769-8100
christine.atchue@yahoo.com

EDUCATION

WORCESTER STATE COLLEGE

WORCESTER, MA

Bachelor of Science in Industrial and Organization Psychology May 2007

- GPA: 3.5
-

CAREER HISTORY

October 2003- July 2013 **The Home Depot** **SHREWSBURY, MA**

Full Time Head of Personnel

- Hired in multiple customer service roles and promoted to Head of Personnel with bachelors degree.
- Administrative assistant to Store Manager
- Overseeing all HR records with strict confidentiality
- Scheduling- using FAST scheduling system
- Producing and interpreting performance goals from Labor Management system
- Staffing- hiring qualified candidates
- Processing all I-9 and hiring paperwork
- Leading district orientations for new candidates
- Associate Engagement

Honors and Recognition

- Trained district team and regional vice-president on new scheduling and development systems.
- Numerous awards at store level for top performance within the district.
- Received a Platinum Homer badge, the company's highest level of recognition for customer service.

August 2013- Present **Stay at Home Mom and Homemaker**

GRAFTON, MA

Christine M. Atchue

85 George Hill Road, Groton, MA 01451 508-769-8109
christine.atchue@yahoo.com

Major Skills and Competencies

- Works well with computers and up to date with Microsoft Office Programs such as Excel and Word
- Acts Professionally
- Strong Customer service skills
- Excellent Time Management
- Attention to Detail
- Makes sound decisions
- Communicates effectively

COMMUNITY OUTREACH

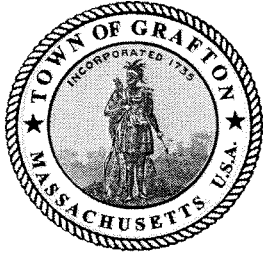
December 2013-Present Lifesong Church

Sutton, MA

- Volunteer at The Press as Lead Barista
- Manage team while volunteering
- Keeping a positive attitude
- Serve and welcome first time and regular guest to the church
- Process transitions through Apple Pay
- Keep foyer and vestibules presentable and clean

REFERENCES

Michael Aubin	Store Manager	Waltham, Ma	978-760-6348
Paul Dagostino	Store Manager	Avon, Ma	781-467-9553
Jess Brown	Operations Support	Leominster, Ma	508-868-8856



TOWN OF GRAFTON
Department of Public Works

30 Providence Road
Grafton, MA 01519
David Crouse, Highway Superintendent
croused@graffon-ma.gov
(508) 839-5335
www.graffon-ma.gov

Memo

To: Tim McInerney
From: David Crouse
Date: 12-16-2016
Re: Part Time Seasonal Snow Plow Driver

I would like to recommend Davis Shaw, 25 Douglas Rd, Oxford Ma. 01540
be appointed as a part time snow plow operator at \$17.81 per hour.

If you have any questions, please feel free to contact me.



Grafton Police Department

28 Providence Road • Grafton, Massachusetts 01519
Telephone (508) 839-8517 • Fax (508) 839-8562
www.graftonpolice.com

Normand A. Crepeau, Jr.
Chief of Police

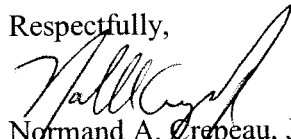
DATE: December 13, 2016
TO: Timothy P. McInerney – Town Administrator
SUBJECT: Access Control/Security Management System

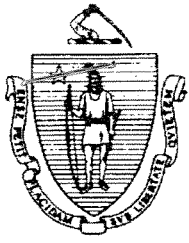
The police department is looking to replace the access control/security management system as soon as practicable. The department's access control/security management system is original equipment purchased and installed in 2006. The system software, Hirsch Velocity, is no longer supported and we have been experiencing difficulties with the system.

Access control systems are designed for six to eight years of service and computers are based on three to five years on use and demands. If the device is utilized 24 x 7, then twenty-seven to thirty-six months of service is expected. Upgrading and maintaining the system will ensure that sensitive areas will be monitored and access to these areas will be restricted to authorized personnel only. Updating the system at this time will ensure that the system does not fail unexpectedly creating security issues and will also ensure that we are in compliance with MGL c. 40 s. 36B and 105 CMR 470.409 relating to electronic security monitoring.

The proposal from Security Design, Inc. for replacing the system has been attached. Please contact me if you have any questions.

Respectfully,


Normand A. Crepeau, Jr.
Chief of Police



The Commonwealth of Massachusetts
Executive Office of Health and Human Services
Department of Public Health
Bureau of Environmental Health
Community Sanitation Program
180 Beaman Street, West Boylston, MA 01583
Phone: 508-792-7880 Fax: 508-792-7706
TTY: 508-835-9796

CHARLES D. BAKER
Governor

KARYN E. POLITO
Lieutenant Governor

MARYLOU SUDDERS
Secretary

MONICA BHAREL, MD, MPH
Commissioner

Tel: 617-624-6000
www.mass.gov/dph

RECEIVED DEC 07 2016

November 30, 2016

Norman A. Crepeau, Jr., Chief of Police
Grafton Police Department
29 Providence Street
Grafton, MA 01519

Re: Plan of Correction – Grafton Police Department

Dear Chief Crepeau:

The Massachusetts Department of Public Health (Department) has received your Plan of Correction in response to my inspection on October 21, 2016. After review, the Department finds the plan appropriately addresses all of the violations noted in the report with the following exception:

Please provide an estimated date of repair for the new electronic cell check system.

Thank you for your prompt attention to this matter, should you have any questions please contact me at the address listed above.

Sincerely,

Kerry Wagner
Environmental Health Inspector, CSP, BEH

cc: Jan Sullivan, Acting Director, BEH
Steven Hughes, Director, CSP, BEH
Nancy Connors, Office Manager, Grafton Board of Health
Heidi Pihl-Buckley, Director of ALPS, Department of Youth Services
Director of Community Services, Central Region Apprehension Gang Unit



DLS

DIVISION OF LOCAL SERVICES
MA DEPARTMENT OF REVENUE

Michael J. Heffernan
Commissioner of Revenue

Sean R. Cronin
Senior Deputy Commissioner

TO: Assessors, Mayors, City /Town Managers

FROM: Sean R. Cronin, Senior Deputy Commissioner of Local Services
Joanne Graziano, Chief, Bureau of Local Assessment

CC: Michael J. Heffernan, Commissioner of Revenue

DATE: December 13, 2016

Re: CENTRAL VALUATION OF VERIZON NEW ENGLAND INC. –
FY2010 THROUGH FY2022

This letter advises local officials of a potential resolution of all cases pending at the Appellate Tax Board regarding the valuation of the taxable machinery, poles, wires, underground conduits, wires and pipes of Verizon New England, Inc. (“Verizon”). The negotiations that led to this proposed resolution involved: representatives for the Commissioner of Revenue, representatives for Verizon and counsel representing 25 municipalities in the Commonwealth.

EXECUTIVE SUMMARY

As you know, the Commissioner of Revenue must annually issue to telephone companies and Boards of Assessors, fair cash valuations of taxable telephone personal property. G.L. c. 59, § 39. Telephone companies and Boards of Assessors have the right to file appeals with the Appellate Tax Board (“ATB”) claiming that the Commissioner’s certified values are “substantially too high or substantially too low.” Appeals relating to Verizon’s FY2010-FY2016 central valuations are scheduled for hearing and final disposition before the ATB. Any reduction in value ordered by the ATB, once finalized through any further court appeals, would require a refund, plus 8% interest, by each affected municipality. As the result of negotiations between Verizon and a group of assessors, a tentative structure exists for the settlement of all pending Verizon petitions for fiscal years 2010 through 2017. The overriding goal of the negotiators in seeking a resolution was to terminate pending litigation and ensure, to the extent possible, a cessation of litigation for a number of future years regarding the fair cash valuation of the company’s taxable personal property. The potential resolution includes:

- An agreed upon depreciation methodology for the valuation of Verizon’s property for FY2018 through FY2022;
- The elimination of methodology appeals for FY2018 through FY2022;
- A 7% no interest refund by municipalities for years from FY2010 through FY2016 for which Verizon has a pending appeal against a municipality; and
- No refunds by any participating municipality for the FY2017 central valuations.

Supporting a Commonwealth of Communities

mass.gov/DLS
P.O. Box 9569 Boston, MA 02114-9569
(617) 626-2300

BACKGROUND

Verizon is a centrally valued telephone company whose taxable telephone personal property (poles, wires, underground conduits, wires, pipes and generators) is valued by the Commissioner. Verizon owns property in all 351 Massachusetts communities. Verizon is by far the largest telephone company in Massachusetts. While the Commissioner has litigated two valuation cases concerning Verizon's property, each fiscal year's central valuation can be appealed and requires a full valuation hearing. Verizon has filed appeals for fiscal years FY2010 through FY2017 with regard to the following number of municipalities:

	FY2010	FY2011	FY2012	FY2013	FY2014	FY2015	FY2016	FY2017
# of municipalities against which Verizon appeals have been filed	351	351	125	74	55	56	61	61

The Commissioner has made clear to all parties involved that the Commissioner's endorsement of the settlement depended upon the support of the municipalities affected by the resolution. Based on input from various municipal interests and for the reasons stated below, the Division of Local Services, in conjunction with counsel for the Commissioner, believes the settlement on the terms outlined are in the best interests of the Commonwealth's municipalities. Before proceeding to finalize the terms, however, we are asking Boards of Assessors, in consultation with appropriate officials in their municipalities, to evaluate their support of, or concern about, this settlement.

THE PROPOSED SETTLEMENT

A. The Valuation Methodology:

The Commissioner will agree to value Verizon's reported taxable personal property in accordance with the same Reproduction Cost New Less Depreciation methodology that has been the basis for telephone central valuations for the past 10 years (the "RCNLD Methodology") using an agreed upon depreciation schedule (the "Proposed Schedule"). The critical inputs for the Commissioner's RCNLD Methodology once the property is trended to replicate the *cost-new* are: (1) the service life of each property category; (2) the property's depreciation floor; and (3) the percentage of any additional reduction for economic obsolescence deducted from the values. The attached schedule contains the inputs used in the Commissioner's FY2017 central valuation of Verizon and the proposal that would be used for FY2018 through FY2022.

As constructed, the Proposed Schedule addresses two issues affecting the valuation of Verizon's personal property. First, the valuation of the legacy metallic twisted-pair copper cable along with fiber optic cable used in support of the historic landline telephone system throughout the Commonwealth; and second, the fiber to the premises ("FTTP") property installed in support of Verizon's FIOS voice, data and video products. As is common knowledge, wireless voice communications and communications services offered via the internet have affected the telecommunications industry and the long established primacy of the landline telephone system.

In recognition of the evolution of telecommunications, the Commissioner recommended that the Proposed Schedule address the valuation differences between the FIOS FTTP property categories and the copper wired system. As such, the Proposed Schedule reduces the valuation floor for legacy property categories and limits the additional reduction for economic obsolescence to FIOS FTTP property categories. Under the Proposed Schedule, each community's future valuation differs based on the total amount and types of property within that community. The valuation of FIOS FTTP property tends to increase and traditional landline systems to decrease.

Given available knowledge we believe the Proposed Schedule as applied will result in the certification of fair cash valuations for reported property for each of the ensuing five fiscal years. As long as the Commissioner values Verizon's property consistent with the Proposed Schedule, Verizon will agree not to file any petitions at the ATB challenging the valuation methodology.

The Commissioner will retain his statutory power to ensure that Verizon is accurately reporting the appropriate original costs for all of its taxable personal property and that the property is reported in the correct categories. The parties will use their best efforts to avoid any disputes over the amount of property, the original cost of property or the categorization of property being valued, but any disputes would be resolved under the statutory appeal process – without any litigation over the methodology.

B. The Settlement of Pending Petitions:

The Commissioner agreed to the Proposed Schedule described above on the condition proposed by the assessor group, that Verizon withdraw petitions for all litigation pending for years FY2010 through FY2017 for a municipality that agrees to abate and pay 7% - without interest - of the tax paid by Verizon for any fiscal year from FY2010 through FY2016 for which Verizon has an ATB appeal petition pending. In other words, a 7% no interest refund for the years through FY2016 terminates the litigation and requires no payment for FY2017. A litigation settlement agreement will also require a municipality's agreement not to contest the Proposed Schedule that the Commissioner has agreed to implement. Verizon's agreement to accept the 7% refund scenario was premised on the agreed upon methodology that eliminates litigation through FY2022.

C. Municipal Options:

A municipality that elects to make the 7% no interest refund (FY2010-FY2016) will have all Verizon pending appeals (FY2010-FY2017) withdrawn. To the extent that municipality has any affirmative appeals pending, those appeals will also be withdrawn. By electing to terminate the pending litigation in this manner both Verizon and the settling municipalities will agree that the Commissioner's valuation based on the Proposed Schedule will not be appealed. Payment of the 7% refund amount will release any remaining overlay funds relating to these appeals. As a result, municipalities that have set aside overlay amounts in excess of the 7% refund amount for the eight fiscal years at issue will be benefited by the certainty of this proposed resolution. By virtue of the recently enacted Municipal Modernization Act, the overlay accounts are now combined across years, simplifying the implementation of the refund. Assessors will also not have to account for potential abatements based on valuation methodologies associated with Verizon property when developing the overlay estimate for each of the ensuing fiscal years.

A municipality that declines to participate in the 7% no interest refund will not have the petitions against it withdrawn and will be responsible for defending the original central valuation at the ATB and for any interest associated with a decrease in the valuation. To the extent such non-participating municipality files appeals in future years for which the Proposed Schedule is used, Verizon and the Commissioner have agreed to jointly defend the values in proceedings before the ATB.

D. Commissioner's Position:

The Commissioner agreed to entertain discussions with regard to the above settlement given the number of years at issue and the exposure of municipal finances to significant refunds with interest. The likelihood that the outcome of any trial for the past years in dispute would not be final for another 3-4 years due to further appeals was another factor. The expectation of future and ongoing challenges to the Commissioner's methodology during a time when the telecommunications industry is in transition from its historical role also strongly favored seeking common ground for determining fair cash valuations. The stability and certainty of a definitive financial result, coupled with an agreement that eliminated future valuation trials through FY2022, was a compelling argument in favor of resolution for all parties who participated in the negotiations. While the Commissioner believes his prior central valuations are valid, we are notifying you of this potential resolution because many assessors had already indicated to us that bringing these matters to conclusion without further efforts on their part and under these terms is beneficial and acceptable. We expect that the attorney for the 25 municipalities which have been involved in these negotiations will be part of the negotiation process for final form agreements.

E. What This Means For Your Community:

For Grafton the expected no interest refund for FY2010 through FY2016 would be \$41,451. The estimated valuation projection under the Proposed Schedule for FY2018 would result in a tax increase (decrease) of \$7,860. This would be a 0.02% change in your total tax levy. The estimated adjustment in tax dollars and the percentage of the total tax levy were calculated based on FY2016 tax rates.

NOTE: The estimate was also arrived at by applying the FY2018 Proposed Schedule to the FY2017 Verizon reporting. The actual FY2018 filing may be different and would reflect any new additions and retirements during 2016.

We encourage you to review this memorandum with appropriate municipal officials, consultants and counsel. This is a critical junction for the Commissioner to determine municipal support for this proposed resolution. If you have any comments or questions about this proposed resolution, please let us know. You should contact Joanne Graziano, Chief, Bureau of Local Assessment at 617-626-3512 or grazianoj@dor.state.ma.us as soon as possible.

Comparison of FY2017 Actual Methodology to Proposed FY2018 - FY2022 Methodology

	FY2017 Actual	FY2018 -FY2022 Proposed	FY2017 Actual	FY2018 -FY2022 Proposed	FY2017 Actual	FY2018 Proposed*
Asset Category	Service Life	Service Life	Depreciation Floor	Depreciation Floor	Additional Reduction For Economic Obsolescence	Additional Reduction For Economic Obsolescence
AERIAL CABLE - FIBER	27.5	27.5	20%	10%	35%	35%
AERIAL CABLE - METALLIC	23	23	10%	5%	35%	35%
AERIAL CABLE - FTTP (DISTRIBUTION)	27.5	27.5	20%	20%	35%	20% *
AERIAL CABLE - FTTP (DISTRIBUTION) Installed new in 2016	27.5	27.5	20%	20%	35%	0% *
BURIED CABLE - FIBER	27.5	27.5	20%	10%	35%	35%
BURIED CABLE - METALLIC	23	23	10%	5%	35%	35%
BURIED CABLE - FTTP (DISTRIBUTION)	27.5	27.5	20%	20%	35%	20% *
BURIED CABLE - FTTP (DISTRIBUTION) Installed new in 2016	27.5	27.5	20%	20%	35%	0% *
CONDUIT SYSTEMS	50	50	20%	5% flat rate to '81, 15% floor post '81	35%	35%
INTRA BUILDING CABLE - FIBER	27.5	27.5	20%	10%	35%	35%
INTRA BUILDING CABLE - METALLIC	22.5	22.5	10%	5%	35%	35%
INTRA BUILDING CABLE - FTTP (DISTRIBUTION)	27.5	27.5	20%	20%	35%	20% *
INTRA BUILDING CABLE-FTTP (DISTRIBUTION) Installed new in 2016	27.5	27.5	20%	20%	35%	0% *
POLES	30	30	20%	20%	35%	35%
SUBMARINE CABLE - FIBER	27.5	27.5	20%	10%	35%	35%
SUBMARINE CABLE - METALLIC	25.3	27.5 ^	10%	5%	35%	35%
SUBMARINE CABLE - FTTP (DISTRIBUTION)	27.5	27.5	20%	20%	35%	20% *
SUBMARINE CABLE - FTTP (DISTRIBUTION) Installed new in 2016	27.5	27.5	20%	20%	35%	0% *
UNDERGROUND CABLE - FIBER	27.5	27.5	20%	10%	35%	35%
UNDERGROUND CABLE - METALLIC	27.5	27.5	10%	5%	35%	35%
UNDERGROUND CABLE - FTTP (DISTRIBUTION)	27.5	27.5	20%	20%	35%	20% *
UNDERGROUND CABLE - FTTP (DISTRIBUTION) Installed new in 2016	27.5	27.5	20%	20%	35%	0% *
ELECTRIC GENERATORS (Handy-Whitman Index)	12	12	60%	30%	0%	20% *
PROPERTY RETIRED FROM SERVICE - SCHEDULED FOR REMOVAL	N/A	N/A	2%	2%	35%	35%
SPARE PARTS	N/A	N/A	N/A	N/A	35%	35%
CONSTRUCTION WORK IN PROGRESS (CWIP)	N/A	N/A	N/A	N/A	35%	**

^ Submarine Cable - Metallic had a minor difference between the DOR FY2017 table and the negotiation proposal. DOR will adopt the 27.5 year service life.

* Additional reductions for economic obsolescence (EO) on FTTP categories and Electric Generators was altered to 20%, by the proposal, and will drop by 1% per year for the following four years: FY19 -19%, FY20 - 18%, FY21 at 17% and FY22 at 16%. All newly installed FTTP will have an EO of 0% for the year first installed.

**The FY2018 through FY2022 application of an additional reduction for economic obsolescence to CWIP property requires further analysis by the negotiating parties.

E.L. Harvey & Sons, Inc.

68 Hopkinton Road, Westborough, MA, 01581

Phone: (508) 836-3000

DISPOSAL SERVICES AGREEMENT

DATE	January 1, 2017
ACCOUNT#	
ACCOUNT MANAGER:	B.J. Harvey

NAME: Town of Grafton

TYPE OF BUSINESS (Select One):

☐ Corporation ☐ Subchapter S.Corp. ☐ Limited Liability Co. ☐ Sole Proprietorship
☐ Partnership ☐ Limited Partnership ☐ Joint Venture ☒ Municipality

PHYSICAL ADDRESS: 30 Providence RoadCITY: Grafton STATE: MA ZIP CODE: 01519BILLING ADDRESS: SAME

CITY: _____ STATE: _____ ZIP CODE: _____

PHONE NUMBER: _____ FAX NUMBER: _____

CONTACT PERSON: Tim McInerney TITLE: Town Manager

PERMIT TYPE/NUMBER: _____

DISPOSAL LOCATION (THE "FACILITY") AND DISPOSAL PRICE:FACILITY NAME: E.L. Harvey & Sons Transfer Station

ADDRESS: _____

DELIVERY HOURS: _____

DISPOSAL PRICE: \$65.50 per ton from January 1, 2017 to December 31, 2017 and increased by Boston-based CPI annually thereafter through 1/1/2026TERM: January 1, 2017 through and including December 31, 2026, unless sooner terminated in accordance with the provisions herein.TYPE OF WASTE - "Acceptable Waste" Nonhazardous municipal solid waste

QUANTITY TO DELIVER

Customer shall deliver and Disposer shall receive and dispose of approximately 3,300 tons of Acceptable Waste per calendar year beginning January 1, 2017 to December 31, 2026. All Acceptable Waste shall be delivered ratably throughout the year by the town's curbside collection contractor.

INITIAL FEES AND TAXES:

None

1. **ACCEPTABLE WASTE:** Customer shall deliver, and Disposer shall receive, and dispose of, all of Customer's Acceptable Waste (hereinafter defined) as specified on the first page, of this Agreement. "Acceptable Waste" means municipal solid waste and non-hazardous construction and demolition debris and excludes any waste defined or regulated as hazardous by any federal, state, local, or provincial authority. Acceptable Waste excludes incinerator residue, regulated medical waste, substances in gaseous R-SOT, special nuclear or by-product materials, within the meaning of the Atomic Energy Act of 1954, as amended, and any waste prohibited by any applicable permit condition. Acceptable Waste must be of a size and composition such that the Facility is able to process it. Acceptable Waste excludes any material that has the reasonable possibility of adversely affecting the operation of any part of the facility. Disposer may reject any and all

waste which is not Acceptable Waste. Disposer may inspect random material on incoming waste vehicles. Disposer shall have no obligation to accept title to or process non-Acceptable Waste. If non-Acceptable Waste arrives at the Facility, Disposer may (but shall have no obligation to) arrange to have it picked up, transported, and disposed of at Customer's expense, paid in advance if Disposer so demands. In the alternative, and to the extent allowed under applicable law, Disposer may instruct Customer to pick up, transport and dispose of such waste at Customer's expense and provide Disposer with written proof of disposal in compliance with all applicable laws and regulations. Title to Acceptable Waste shall vest in Disposer only after acceptance of the Acceptable Waste. In the event that Disposer subsequently determines that any materials accepted from Customer are not Acceptable Wastes, then Disposer may revoke its acceptance of such non-Acceptable Waste, so long as the material has not been combined with any other materials by Disposer, and manage such non-Acceptable Waste as outlined in this paragraph. Any and all liability associated with Acceptable Waste shall pass to Disposer upon its acceptance of the waste; PROVIDED, HOWEVER, THAT IF CUSTOMER DELIVERS ANY NON-ACCEPTABLE WASTE, CUSTOMER SHALL INDEMNIFY DISPOSER FOR ALL LOSSES, COSTS, AND DAMAGES (INCLUDING ATTORNEY'S FEES AND COSTS) ("COSTS") ARISING THEREFROM, EXCEPT COSTS ARISING FROM DISPOSER'S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT. Customer is prohibited from bringing any commingled, non-Acceptable Waste along with Acceptable Waste for disposal, but in the event that Customer does bring any such non-Acceptable Waste, CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR COSTS ASSOCIATED WITH SUCH NON-ACCEPTABLE WASTE, SPECIFICALLY INCLUDING ALL COSTS ASSOCIATED WITH DISPOSER'S NEGLIGENCE, BUT EXCLUDING COSTS ASSOCIATED WITH DISPOSER'S GROSS NEGLIGENCE AND INTENTIONAL MISCONDUCT, IN HANDLING OR DISPOSING OF SUCH NON-ACCEPTABLE WASTE. A surcharge of \$500.00 may be charged by Disposer (and if charged, shall be paid by Customer) for any loads which upon inspection, are found to contain non-Acceptable Waste. This surcharge is in addition to any amounts owed under the indemnities, in this Agreement. Delivery of non-Acceptable Waste shall be grounds for immediate termination of this Agreement.

2. **PAYMENT:** Customer shall make payment within 30 days of the date of Disposer's invoice at the address specified on such invoice. Amounts owed to Disposer after invoice due date shall accrue interest each day such invoice is not paid at the maximum rate permitted by applicable law. Customer shall also pay Disposer's reasonable investigation, costs and attorney's fees for purposes of collection of amounts owed by Customer. At Disposer's option, based on the results of a credit check, Disposer may require, and Customer shall provide as security, an escrow fund or a payment bond sufficient to cover processing Acceptable Waste brought to the Facility by Customer. A fee of \$35.00 will be charged on all returned checks.

3. **INDEMNIFICATION:** Disposer shall indemnify and hold harmless Customer, its subsidiaries, and affiliate companies, from and against any and all loss, damage, suits, liability and expenses (including, but not limited to, reasonable investigation and legal expenses) arising out of any claim for loss of or damage to property, including Disposer's and the Facility's property, contamination of or adverse effects on the environment, and injuries to or death of persons, including Customer's, Disposer's Or Facility's employees, caused by Or resulting from: (1) the negligence or willful misconduct of Disposer, its employees, haulers, contractors, subcontractors or agents; or (2) Disposer's breach of any term or provision of this Agreement.

Customer shall indemnify and hold harmless Disposer and the Facility(ies), their partners and parents, subsidiaries, and affiliate companies (collectively, the "Indemnified Parties"), from and against any and all loss, damage, suits, liability and expenses (including, but not limited to, reasonable investigation and legal expenses) arising out of any claim for loss of or damage to property, including Disposer's and the Facility's property, contamination of or adverse effect on the environment, and injuries to or death of persons, including Customer's, Disposer's or Facility's employees, caused by or resulting from: (1) the negligence or willful misconduct of Customer, its employees, haulers, contractors, subcontractors or agents; or (2) Customer's breach of any term or provision of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, Customer assumes responsibility for (1) any injury or loss, incurred by its employees or agents while on the Facility's premises (except that caused by Disposer's gross negligence), (2) any damage to Customer's property, including, but not limited to Customer's vehicles, that results from Disposer or the Facility providing unloading assistance to Customer while Customer is on the Facility's premises (except that caused by Disposer's gross negligence), and (3) the compliance with all of the Facility's rules and regulations, particularly those relating to safety and health.

Neither party shall have any liability to the other for any consequential or incidental damages.

4. **COMPLIANCE WITH AND GOVERNING LAW:** Both parties shall comply with all applicable local, state and federal laws. Customer shall also comply with work and safety rules promulgated, to govern operations at the Facility. This Agreement, the interpretation hereof and performance hereunder shall be governed by and construed in accordance with the laws of the State of New York without regard to the principles of conflict of law.
5. **FORCE MAJEURE:** Except for the obligation to pay for services rendered, neither party hereto shall be liable for its failure to perform hereunder due to contingencies beyond its reasonable control, including, but not limited to, strikes, riots, war, fire, nor acts of God,

6/ **DEFAULT AND TERMINATION:** If either party fails to perform any material obligation under this Agreement or breaches any material warranty under this Agreement, and if such failure or such breach continues for more than 30 days after the non-breaching party gives the breaching party written notice thereof, then in addition to any rights or remedies the non-breaching party may have at law or in equity, such party may terminate this Agreement by giving written notice of termination to the breaching party and recover any damages occasioned by such failure or breach.

7. **INSURANCE:** N/A

8. **FEES/TAXES:** In addition to the Disposal Price, Customer shall pay such fees as Disposer may impose from time to time by notice to Customer (including, by way of example only, administrative fees and environmental fees), with Disposer to determine the amounts of such fees in its discretion, up to the maximum amount allowed by applicable federal, state, local and provincial laws, regulations, Ordinances, rules, permits, licenses and governmental orders and directives (collectively, "Applicable Laws"). Without limiting the foregoing, Customer shall pay Disposer a fuel surcharge fee in the amount shown on Disposer's invoices, which amount Disposer may increase or decrease from time to time by showing the amount on the invoice. The initial amounts for the fees listed in this paragraph are set forth on the first page of this Agreement, but are subject to change from time to time as described in this paragraph.

In addition to the Disposal Price, Customer shall pay all federal, state, local or other taxes, fees (including host fees), surcharges and other similar charges related to the acceptance or disposal of Acceptable Waste or the operations or activities of the Facility that are imposed by law, ordinance, regulation, agreement with a governmental authority, governmental audit or otherwise (collectively, "Taxes"). The initial amount of Taxes is set forth on the first page of this Agreement, but is subject to change from time to time as described in this paragraph. In addition, Disposer shall have the right to increase the Disposal Fee from time to time by the pro-rata amount (determined by relative tonnage of Acceptable Waste delivered by Customer and accepted by Disposer divided by the total tonnage processed at the Facility) of any increase in operating costs or capital costs of the Facility as a result of a change in Applicable Laws. Any such increase shall be effective immediately upon written notice by Disposer to Customer.

9. **CONFESSION OF JUDGMENT:** CUSTOMER HEREBY EMPOWERS ANY ATTORNEY OF ANY COURT OF RECORD WITHIN THE UNITED STATES, OR ELSEWHERE, TO APPEAR FOR CUSTOMER WITH DECLARATION FILED, AND CONFESS JUDGMENT AGAINST CUSTOMER IN FAVOR OF DISPOSER, ITS SUCCESSORS AND/OR ASSIGNS, AS OF ANY TERM, FOR ANY COMPENSATION, SUM OR AMOUNT TO WHICH DISPOSER IS ENTITLED TO RECEIVE FROM CUSTOMER UNDER THIS DISPOSAL SERVICES AGREEMENT, INCLUDING INTEREST THEREON AT THE RATE OF TEN PERCENT (10%), COMPOUNDED QUARTERLY (HEREAFTER "DAMAGES"), TOGETHER WITH AN ATTORNEYS FEE FOR COLLECTION OF SAME OF TWENTY PERCENT (20%) OF THE TOTAL AMOUNT OF SUCH DAMAGES, TOGETHER WITH COSTS OF SUIT, AND CUSTOMER HEREBY WAIVES ALL ERRORS, DEFECTS AND IMPERFECTIONS IN ENTERING SAID JUDGMENT OR IN ANY WRIT, OR PROCESS, OR PROCEEDING THEREON OR THERETO OR IN ANY WISE TOUCHING OR CONCERNING THE SAME; AND FOR THE CONFESSION AND ENTRY OF SUCH JUDGMENT, THIS DISPOSAL SERVICES AGREEMENT, OR A TRUE AND CORRECT COPY THEREOF, SHALL BE SUFFICIENT WARRANT AND AUTHORITY, THE AUTHORITY AND POWER CONTAINED HEREIN TO CONFESS JUDGMENT SHALL NOT BE EXHAUSTED BY ONE EXERCISE THEREOF, BUT JUDGMENT MAY BE CONFESSED FROM TIME TO TIME AND AS OFTEN AS THERE IS AN OCCURRENCE OF ANY EVENT OF DEFAULT, AND

* FURTHERMORE SUCH AUTHORITY AND POWER MAY BE EXERCISED DURING THE TERM AND ANY EXTENSION OR RENEWAL OF THIS DISPOSAL SERVICES AGREEMENT, OR AFTER THAT EXPIRATION OR EARLIER TERMINATION OF THIS DISPOSAL SERVICES AGREEMENT.

10. Neither party shall use the name of the other party or any of its affiliates or related companies or customers in any publicity or advertising or disclose any information related to the existence of this Agreement or the terms and conditions of this Agreement hereof, without the prior Written consent of the other party.
11. MISCELLANEOUS. (a) This Agreement constitutes the entire understanding between the parties and supercedes all prior negotiations, understandings, and agreements, concerning Disposer's service. No changes to this Agreement will be effective unless in writing and signed by the party to be bound. (b) No failure by either party to insist on performance shall operate as a waiver of other or subsequent breaches. (c) Neither party shall assign its rights or delegate its duties under this Agreement to any other person without the prior written consent of the other party, such consent shall not be unreasonably withheld. This Agreement shall inure to the benefit of and bind the respective successors and permitted assigns of the parties hereto. (d) If any provision of this Agreement is held to be unenforceable, this Agreement shall be reformed, but only to the extent necessary to render it enforceable. This Agreement may be executed in any number of counterparts, each of which when so executed shall be an original and all of which together shall constitute one and the same instrument.

CUSTOMER:

DISPOSER: *ALLIANT*

AUTHORIZED SIGNATURE

DATE

AUTHORIZED SIGNATURE

DATE

PRINT NAME

TITLE

PRINT NAME

TITLE



TOWN OF GRAFTON
GRAFTON MEMORIAL MUNICIPAL CENTER
30 PROVIDENCE ROAD

GRAFTON, MASSACHUSETTS 01519
(508) 839-5335 ext 1100 • FAX (508) 839-4602

www.grafton-ma.gov

**BOARD OF SELECTMEN
MEETING MINUTES**

November 15, 2016
Municipal Center, Conference Room A
7:00 p.m.

A regular meeting was called to order at 7:00 PM. Present was Mr. Spinney, Mr. Hanna, Mr. Dauphinais, Mr. Padgett, and Ms. Thomas. Also present was Assistant Town Administrator Doug Willardson, and Recording Secretary Rebecca Meekins. Town Administrator Mr. McInerney entered at 7:02 PM.

Jen Thomas began with announcements. Approximately 13,000 registered voters in Town. About 4600 of them cast an early ballot, which means about 8400 people voted on November 8th. We would like to thank the election workers who gave their time to ensure that the election went smoothly. Annual Amazing Turkey Challenge is this Saturday at 10am. Contact Recreation Department for more info. November 16 at 7:00 PM there will be a forum for the Library project at the South Grafton Community House. On November 16, there is a North Grafton Transit Village Master Plan Meeting at Tufts University. Grafton High School Football team beat St. Peter Marian on Friday Nov. 4 to advance to State Semi-Finals against Taconic High School. Game will be held this Saturday at 2pm in Leominster. November 26 NYC Shopping and Sightseeing Trip. For more info or to sign up, contact the recreation department. Grafton celebrates the holidays – December 4, 2016. The brochure and map of frosty stops is now available on the Grafton Recreation website. Grafton Food Bank is always looking for donations around the holidays. You can drop off donations at the Municipal Center during regular business hours. The Board wishes everyone a safe and happy Thanksgiving holiday next week and want to remind folks that the Municipal Center will be closed on Friday November 25th.

Tax Classification Hearing – 7:00 PM

Drew Manlove, the Principal Assessor was present to discuss this matter. The rate is determined by the tax levy and assessed value of town properties. The tax levy is limited by Proposition 2 ½ and the prior year levy limit was just over \$33 million. The new levy is \$34,426,844. The maximum levy including debt and stabilization is \$39,117,102. The town's excess levy capacity is \$751,311. Assessed values in town went up about 6.7% from FY16. The overall assessed value is getting close to the highest it has ever been in town since FY2007 prior to the recession. The average single family home value is around \$364,000 and the tax rate this year will be set at \$16.40, down from last year. The average single family tax bill will be \$5,978.

There are four options for the Board of Selectmen. The first option for the Board is splitting the tax rate. For every dollar that you save from residential, you are adding 10 to 15 dollars to the industrial/commercial buildings. The second option for the Board is the residential exemption. This is designed to shift the burden within the residential class. It is not an option that is taken advantage of by many municipalities, unless there are large portions of rental properties or vacation homes. The final option is an open space discount, and Grafton has no taxable open space in town.

The town offers personal exemptions to seniors, disabled veterans, the blind, etc. If residents think they may be eligible, they should contact the Assessor's Department and applications for exemptions will be accepted at January 1st.

The public hearing notice was read by Mr. Hanna. A motion was made by Mr. Padgett, seconded by Mr. Dauphinais to open the public hearing. All were in favor.

Mr. Dauphinais asked if the average tax bill was going on 4% and if that was consistent. Mr. Manlove stated that although the tax rate actually came down, because the assessed value of properties went up, the average single family tax bill still went up.

Ms. Thomas asked how the Town decides how much of the maximum levy to utilize in each fiscal year. Mr. McInerney stated that process is completed through the budget process. Mr. Hanna praised Mr. Manlove for the document he provided the Board with in preparation for this hearing. Mr. Padgett mentioned that the tax rate decrease and in surrounding communities, they still have a lot of infrastructure to replace, which Grafton has already done. This number is good.

Mr. Ken Grew from 6 Rittenhouse Road commented that the town has a large growth rate, that it is one of the fastest growing communities in the state. The town has all new facilities and the town has a lot going for itself.

A motion was made at 7:37pm by Mr. Spinney, seconded by Mr. Dauphinais to close the public meeting. All were in favor.

A motion was made by Mr. Spinney to adopt a single tax rate, with no residential exemption and no open space discount as recommended by the Town Administrator. Motion was seconded by Mr. Hanna, all were in favor.

Capital Improvement Planning Committee

Peter Carlson was present from the Capital Improvement Planning Committee for this matter. Mr. Hanna is also a member of the CIPC. They are both concerned that there are not enough members showing up to meetings so they don't have a quorum. They have discussed reducing the charge and would like to see the Board of Selectmen reduce the charge from 7 to 5. The process has been efficient with 5 members so the CIPC would like to see the charge reduced to 5.

A motion was made by Mr. Spinney, seconded by Mr. Dauphinais, to adjust the charge of the CIPC to 5 members, one from the Board of Selectmen, one from the School Committee, one from the Finance Committee, and 2 at-large members. All were in favor.

Joint Meeting – Finance Committee

Finance Committee had 6 members present. Ray Mead was present to moderate the meeting. Mr. Dauphinais began by stating that there has not been good communication in the past between the Board of Selectmen and the Finance Committee. He would like to try and fix that communication breakdown.

Ray Mead explained that there are three bodies in the room, that the Selectmen are the Chief Operating Officers of the town, Tim and Doug run the day to day operations, and Finance Committee is the advisory committee to the taxpayers. That being said, it is important to be in communication with one another. The Massachusetts Finance Committee Handbook explains the role of a Finance Committee. The Committee should be involved in policy decisions and be a personnel advisor to the Town. The State of the Town should be a collaboration between the Finance Committee, the Town administrator and the Board of Selectmen.

Ms. Robbins asked if there was something about the Town Message that was not done correctly. Mr. Mead simply stated that he felt there was less collaboration than there had been in the past. Mr. Mead asked if the Selectmen had questions and whether they understood what the Finance Committee's role was. Mr. Spinney stated that the role of the Finance Committee is to provide advice and fiduciary responsibility to the taxpayer. There should be a level of transparency between the taxpayer, the Finance Committee, and the Selectmen.

Mr. Prisby stated that he felt there was tension between the Boards, and that there were gray areas in practice that overlap the responsibilities of the Boards. Mr. Prisby stated that prior to the last Town Meeting, there was an instance where Tim made a proposal at Town Meeting and it seemed like bad timing. Where should Finance Committee draw the line about recommendations? The Finance Committee wants to have more input on policy decisions.

Ms. Thomas mentioned that she read the Charter, and she did not see anything about Finance Committee being involved in policy making decisions. Ms. Robbins stated that the Committee was speaking strictly about financial policies.

Mr. Prisby mentioned that last year, the policy regarding school funding had to change because the funding from the state dropped. Finance Committee would have wanted to have a meeting to discuss those changes. Mr. Padgett mentioned that the Finance Committee should have requested a meeting then. Mr. Padgett also feels that the Finance Committee has a problem with the Town Administrator, and that is where the tension comes from. Yes, the Finance Committee has a responsibility to question the decisions being made, but there is a lot of second guessing going on.

Mr. Mead stressed that there was a communication issue. Mr. Davidson expressed that he would like more information earlier in the year when pertaining to Town Meetings. Mr. Willardson mentioned that before the last town meeting, there were a few items that the Committee requested clarification on, and he felt that he addressed them and nothing else was ever said.

Mr. Spinney suggested quarterly meetings between the Boards. Ms. Robbins requested that the Town Administrator present the budget to the Finance Committee and the Selectmen at the same time.

Mr. McInerney spoke to the budget and the issue of cash. He explained that if the Town continues to spend at the rate that it is currently spending, then yes, the Town will run a deficit. However, if the School rolls back just 4%, the Town is in the green until 2025. The driving forces for the budget are health insurance, personnel, and energy. The Town is doing everything it can to control energy, health insurance, trash, etc. etc. The employees work to save money while balancing the budget. Mr. Prisby mentioned that the Town has had to ask the taxpayers for money.

Mr. Spinney said that the chairs of the two boards should schedule the next quarterly meeting.

APPOINTMENTS

A motion was made by Mr. Spinney, seconded by Mr. Hanna, to appoint both Maureen Turcotte and Kenneth Swanson to be part-time Van Drivers with the Council on Aging. All were in favor, motion was passed.

A motion was made by Mr. Padgett, seconded by Mr. Spinney, to appoint Mary Fritz to the Library Building Committee. All were in favor, motion was passed.

RESIGNATIONS

A motion was made by Mr. Dauphinais, seconded by Mr. Spinney to accept the resignation of Sue Robbins from the Economic Development Committee and to send a letter of thanks for her service. All were in favor, motion was passed.

Vote to sign – Green International Affiliates contract for Old Upton Road Roadway and Drainage Improvement Project

This item was passed over.

Vote to sign – MedStar Ambulance, Inc. – Ambulance Services Agreement

Ray Mead was present for this matter. MedStar has been a great asset to the town. We had a 3-year contract with a 2-year extension. This service is free to the Town. A motion was made by Mr. Spinney, seconded by Mr. Padgett, to sign the MedStar Ambulance Contract. All were in favor.

Vote to call Special Town Meeting – January 9, 2017

Tim McInerney explained that there are two pieces of property from Perrault behind the library and there is a reimbursement from the state that is available. The Town has the option of using the assessed value or an appraised value but does need Town Meeting approval to designate land for that particular purpose. Mr. Dauphinais asked if a section of the property was going to be used for the project, or the entire parcel. Mr. McInerney stated that it would be a portion of the parcel. It would be 4 of the 14 acres. Ms. Galloway, Library Director, suggested that there be a contingency in the Special Town Meeting warrant that in the event that the Library Project fails, or the grant is not given, that the property would revert back to the town. Based on the assessed value, the reimbursement will be \$40-\$50 thousand. A motion was made by Mr. Hanna, seconded by Mr. Spinney, to call the Special Town Meeting at 7:30PM on January 9, 2017 at the Grafton High School Auditorium. All were in favor.

SELECTMEN REPORTS / TA REPORTS

Mr. McInerney informed the Board that early voting numbers were good. Approximately 4600 people cast an early vote. Election workers deserve a huge thank you as well as the Clerk's Office for all the work they did on November 8. Negotiations with GMEA will begin in December, and have already asked department heads to submit their requests. There will be an Active Shooter Training in Town Hall on November 30th. The Board of Selectmen will soon need to take action on approving 5 years' worth of Executive Session Minutes. The Grafton and Upton Railroad will be in soon for an update. Looking at December 6th for that date.

DISCUSSION

Mr. Spinney mentioned that he would attend a meeting Thursday with the DPW Building Committee. They would like to know what the Board's prospective timeline is on that project. Mr. Padgett stated that he always thought the timeline was that DPW would be done a couple years after the Library. Mr. Spinney mentioned that the DPW Building Committee does not want to be doing all the work if the Town is not interested in doing the project.

A motion was made by Mr. Dauphinais to go into executive session for a litigation update. The motion was seconded by Mr. Spinney. Roll call vote: Spinney: aye, Hanna: aye, Thomas: aye, Dauphinais: aye, Padgett: aye. Motion was passed.